

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 15	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-T061		3. Effective Date 2004JUN18		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBA BRUCE W. RALEIGH (586)574-7332 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: RALEIGHB@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342 SCD C PAS NONE ADP PT HQ0338		Code S2404A		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) MTS TECHNOLOGIES INC 2800 SHIRLINGTON ROAD SUITE 1000 ARLINGTON, VA. 22206-3614 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 0Z6L7		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264 Payment will be made by Electronic Funds Transfer		Code HQ0338		
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 42035000041C1C09P53901125FB S20113 W56HZV			
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee		15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
				KIND OF CONTRACT: Service Contracts			
15G. Total Amount Of Contract						\$187,332.91	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	12
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	4	X	J	List of Attachments	15
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	6		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	7				
X	G	Contract Administration Data	8		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	10		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer J. CHECK-SANCHEZ CHECKSAJ@TACOM.ARMY.MIL (810)574-8283			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004JUN18	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM		HR		\$ 187,332.91
	CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: MTS TECH- STS EFFORT PRON: P146M0132T PRON AMD: 01 ACRN: AA AMS CD: 53901110187				
	Cost Plus Fixed Fee CLIN			Estimated Cost: Fixed Fee (6.99%): Total Est. Cost:	\$175,093.85 \$12,239.91 \$187,332.91
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 0 0180				
	\$ 187,332.91				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

M9 ARMORED COMBAT EARTHMOVER

SYSTEM IMPROVEMENT PLAN PHASE 4 STS

1. The purpose of this Contract is to complete contract efforts initiated under contract DAAE07-99-D-S010, Task Order 0001 with Modifications 1 through 15. As such, all contractor-held documents, files, and knowledge acquired under that Task Order should be used to facilitate completion of this Contract.

2. Contractor shall perform engineering and logistics services in support of the M9 Armored Combat Earthmover System Improvement Plan Phase 4 (M9ACE SIP 4).

3. Hydraulic Blade Folder and Track Tensioner (HBF-TT) System.

3.1 Contractor shall provide engineering expertise to project design. Such expertise shall consist of component selection and placement, troubleshooting, maintenance plan, review of Modification Work Order procedures, MWO kit content lists, and other effort as directed by Assistant Product Manager (APM) M9 ACE office.

3.2 Contractor shall write and validate MWO procedures for field application of this project. Format of MWO shall follow same format as MWO 5-2350-262-35-1, previously developed by contractor for the M9ACE program.

3.3 Contractor shall develop configuration management documentation necessary to support Engineering Change Proposals (ECPs), update the associated configuration management documentation, and prepare Engineering Release Records (ERRs) in accordance with (IAW) MIL-STD-973. Intent is for TACOM to prepare ECPs and ERRs. As such, contractor's responsibility is to ensure that all drawings and documentation meet TACOM standards for accomplishment of same. Contractor shall be responsible for the review, edit, and correction of errors caused be contractor generated drawing changes.

3.4 Contractor shall write and validate a stand-alone publication at the -14&P level, covering all aspects of operation, maintenance, and repair parts support for the HBF-TT System. Publication format and specifications are described in Paragraph 6 below.

4. Standardization. All vendor information on drawings will be screened to insure that to the extent possible, items with existing NSNs are used. If not possible, then existing commercial items should be used.

5. Provisioning support. Contractor shall prepare and deliver information sufficient to allow TACOM to provision any new items without NSNs. Such information shall consist of but not limited to Part number, CAGE code, source of supply, expected cost, weight/cube, and recommended RPSTL SMR Code.

6. Publications, Camera Ready copy and Electronic Technical Manuals (ETMs)

6.1 In addition to the stand-alone HBF-TT publication, contractor shall develop and deliver Revisions and Changes to below listed equipment publications per MIL-STD-40051 and companion handbook MIL-HDBK-1221:

TM5-2350-262-10 Operator Manual

TM5-2350-262-10-HR Hand Receipt

TM5-2350-262-20-1 Organizational Maintenance Manual

TM5-2350-262-20-2 Organizational Maintenance Manual

TM5-2350-262-20-3 Organizational Maintenance Manual

TM5-2815-240-34&P Direct Support/General Support Maintenance Manual with RPSTL

TM5-2350-262-24-24P Repair Parts and Special Tools List

6.2 Changes to these publications shall incorporate SIP 4 projects as follows:

6.2.1 Assume all vehicles are configured with powerpack quick disconnects, non-halon fire extinguisher system, steel final drive flanges, and actuator rings (at stations1, 2 and 3). Do not show dual-configuration.

6.2.2 Incorporate Crew Cooling System as a special purpose kit, similar to how Microclimate Cooling System is shown in the publications

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6.2.3 Update thicker hull bottom data to include rear steel plate

6.2.4 Change references to "New Production" to "New Production or Recap"

6.2.5 Do not reference or incorporate Hydraulic Diagnostic Center

6.3 Incorporate routine DA 2028 changes as provided by TACOM.

6.4 Contractor shall deliver Microsoft Word .doc files and Adobe Acrobat .pdf files as a minimum ETM effort. The .pdf file must be intelligent text and have the Government furnished IDN, PIN, authentication numbers and all changes incorporated. When developing changes to publications, the digital delivery requirements must be integrated files of basic technical manuals with changes incorporated. Changes will include a List of Effective Pages (LOEP) and Remove and Insert pages. For the above and other kinds of publications (MWO,etc), check for the latest AMC Equipment Publications Procurement Document Control List to cite the current specifications in force.

6.5 Contractor shall deliver clean, readable digitized images. Baseline images may require corrections to existing art or doing simple drawings by hand. Line art development from halftones may be traced by hand or aided by computer software. Halftones photographs may be used in place of line art to reduce cost. All text and any image shall be printed on a minimum 600 dpl printer. Halftones printed will be minimum 100-line halftone screens.

6.6 Contractor shall provide camera-ready copy of the material. If a change, provide the change pages, List of Effective Pages (LOEP) transmittal page and copies of the cover and title page. Camera-ready copy must include the GFI PIN, IDN, and authentication numbers.

6.7 The following shall be delivered to TACOM, AMSTA-LC-CJC, Warren MI 48397-5000:

6.7.1 Camera ready (600 DPI laser print or equivalent) copy of each complete publication, with running sheets and folio markings, sized for 1 to 1 reproduction.

6.7.2 Microsoft Word .doc processing for each publication

6.7.3 Acrobat .pdf file for each publication

6.7.4 Editable PageMaker files of each ETM along with .tif illustrations

6.7.5 All digital files are to be delivered on ISO 9660 CD-ROM

6.8 Contractor is required to validate the accuracy and usability of all publication deliverables. The Government has the right to verify all publications deliverables. If there are indications that the contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework.

7. Government Furnished Equipment provided will be IAW Federal Acquisition Regulation 52.245-5, and will represent equipment needed to perform the above work statement. Government Furnished Information will be provided to the contractor on an "as necessary" basis. Contractor will have access to an M9 ACE located at TACOM.

8. Government Furnished Equipment: Except as mentioned in the specific tasking descriptions, the contractor shall provide all labor, materials, supplies, facilities, equipment, and services to support this Contract.

9. Travel Requirements: Local travel only between contractor's facility and TACOM.

10. Program Reviews/Documentation: The contractor shall provide a Monthly Status Report of all activities, and conduct a monthly review of all activities with the procuring authority.

11. Period of Performance: 180 days after contract award.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-3	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG	JOB	ACCOUNTING		OBLIGATED
	AMS	CD/			ORDER	STATION	
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	P146M0132T	AA	1	21	42035000041C1C09P53901125FB S20113	4ZCCM9 W56HZV	\$ 187,332.91
	53901110187						
	A14P51871CM9						
TOTAL							\$ 187,332.91

<u>SERVICE NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	21 42035000041C1C09P53901125FB S20113	W56HZV	\$ 187,332.91
TOTAL				\$ 187,332.91

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

G-2 52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-3 52.242-4011 (TACOM)	WORK DIRECTIVES	FEB/1998
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(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- Objective of the work to be performed.
- Number of hours to accomplish the work.
- Estimated completion date as applicable.
- Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.
- Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total

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hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-3	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-4	252.246-7001	WARRANTY OF DATA	DEC/1991
H-5	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	APR/2004

* "Microsft 97" below should read "Microsoft 2002"

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

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H-6 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-14	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-15	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-16	52.216-8	FIXED FEE	MAR/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-19	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-24	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-25	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-28	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-29	52.232-17	INTEREST	JUN/1996
I-30	52.232-20	LIMITATION OF COST	APR/1984
I-31	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-32	52.232-25	PROMPT PAYMENT	OCT/2003
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-34	52.233-1	DISPUTES	JUL/2002
I-35	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-36	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-37	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-40	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-41	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-42	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-43	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-44	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-45	52.249-14	EXCUSABLE DELAYS	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995

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	Regulatory Cite	Title	Date
I-50	252.209-7004	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-51	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-52	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-53	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-54	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-55	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-56	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-57	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-58	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -1- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-59	252.227-7030	TECHNICAL DATA -- WITHHOLDING OF PAYMENT (ALT I)	MAR/2000
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(a) If technical data specified to be delivered under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of -1- of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

[End of Clause]

I-60	252.204-7004	ALTERNATE A	NOV/2003
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As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

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"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-61 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREMENTS LIST	10-JUN-2004	001	DATA